ORDER FOR SUPPLIES OR SERVICES									Page 1	l Of 13						
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#### Reference No. of Document Being Continued

PIIN/SIIN DAAE20-01-F-0016

MOD/AMD

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Name of Offeror or Contractor: UNICOR

SUPPLEMENTAL INFORMATION

Regulatory Cite	Title	Date

1 HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES

JUL/1993

- (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.
- (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.
- (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for approporate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing

(AA7020)

2 52-201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN

NOV/1995

- a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.
  - b. If you think that this solicitation:
    - 1. has inappropriate requirements; or
    - 2. needs streamlining; or
    - 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI AMSTA-CM-AR (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-3223

Electronic Mail Address: AMSTA-CM-AR@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
  - (1) TACOM-RI solicitation number;
  - (2) Name of PCO;
  - (3) Problem description;
  - (4) Summary of your discussions with the buyer/PCO.

(End of clause)

# Reference No. of Document Being Continued Page 3 of 13 **CONTINUATION SHEET** PIIN/SIIN DAAE20-01-F-0016 MOD/AMD Name of Offeror or Contractor: UNICOR 3 52 211-4506 INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL DEC/1997 SPECIFICATIONS AND STANDARDS TACOM-RT (a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation. (b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I: SPI MILITARY/FEDERAL LOCATION OF FACILITY ACO SPEC/STANDARD REQUIREMENT (c) An offeror proposing to use an SPI process under this soliciltation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed. (d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation. (e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows: (1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI. (2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation. (f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable

(End of clause)

in this solicitation to preclude possibly being determined nonresponsive:

PRICE \$

PRICE \$\_\_\_

PRICE \$

PRICE \$\_\_\_\_\_

for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are

encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated

(AS7008)

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# Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-F-0016 MOD/AMD

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Name of Offeror or Contractor: UNICOR

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#### Reference No. of Document Being Continued

PIIN/SIIN DAAE20-01-F-0016

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Name of Offeror or Contractor: UNICOR

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Regulatory Cite Title Date

52.210-4501 DRAWINGS/SPECIFICATION MAR/1988

TACOM-RI

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 12591116 with revisions in effect as of 18 AUG 2000 (except as follows):

SEE ATTACHMENT 002, CONTRACT C WORKSHEET

(CS6100)

2 52.210-4511 STATEMENT OF WORK - OZONE DEPLETING CHEMICALS MAR/1994 TACOM-RI

(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A

- (2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, ''Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances .
- (b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

N/A

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

### Reference No. of Document Being Continued

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**Page** 6 **of** 13

Name of Offeror or Contractor: UNICOR

TACOM-RI

PACKAGING AND MARKING

Regulatory Cite	Title	Date
52.211-4501	PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)	FEB/2000

a. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, Revision C, Date 1 OCT 96 and the Special Packaging Instruction contained in the TDP.

Preservation: MILITARY Level of Packing: B

Quantity Per Unit Package: 001

SPI Number: P12951116, REV. D, DATED 5 JUN 97

- b. Unitization Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.
- c. Marking: In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 MAY 97, including bar coding in accordance with ANSI/AIM-BC1, Uniform Symbology Specification Code 39.
- d. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions in paragraph e below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided the contractor notifies the Administrative Contracting Officer.60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to the Contracting Officer and the Administrative Contracting Officer. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.
  - e. SUPPLEMENTAL INSTRUCTIONS: N/A

(End of clause)

(DS6411)

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Name of Offeror or Contractor: UNICOR

INSPECTION AND ACCEPTANCE

1

 Regulatory Cite
 Title
 Date

 52.246-2
 INSPECTION OF SUPPLIES - FIXED-PRICE
 AUG/1996

2 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT

FEB/1999

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

Title Number Date Tailoring

ISO 9003, QUALITY SYSTEMS, MODEL FOR QA ISO 9003 18 JUL 94 UNTAILORED

(End of clause)

(EF6002)

3 52.246-4534 PERFORMANCE VERIFICATION TESTING (CONTRACTOR FACILITY) DEC/1997
TACOM-RI

- (a) Subsequent to completion of both contractor and Government inspection/verification actions, a test sample consisting of 3 EACH,CIRCUIT CARD ASSEMBLY, P/N: 12951116 from 3 FIRST PRODUCTION UNITS shall be selected by the Government Quality Assurance Representative (QAR) for INITIAL PRODUCTION.
- (b) The test shall be conducted at the contractor's facility. A copy of the contractor's inspection/test results shall be provided with the test sample. The contractor shall notify the Contracting Officer in writing at least 15 calendar days prior to initiation of the (each) test. The contractor shall also provide a copy of such notification to AMSTA-AR-QAW-C and to the QAR.
  - (c) The test sample shall be examined and/or tested in accordance with THE TECHNICAL DATA PACKAGE.
- (d) Within 30 days after completion of the test, the Contracting Officer (or designated representative) shall provide notification to the Contractor as to the approval, disapproval, or conditional approval of the performance verification test. Unless authorized by the Contracting Officer, the lot from which the test sample was taken shall not be shipped from the Contractor's facility, nor shall final acceptance of the lot be made, until such time as notification has been provided by the Contracting Officer that the Performance Verification Test samples have been approved/conditionally approved.
- (e) If the Contracting Officer does not provide notification of the approval, conditional approval, or disapproval of the performance Verification Test sample within the time specified above, the Contracting Officer shall, if applicable, equitably adjust the delivery/performance dates and/or contract price (and any other contractual provision affected by such delay) in accordance with the procedures provided in the Changes clause of this contract.
- (f) If any test sample fails to meet any applicable contractual requirement, the lot or batch from which the test sample was drawn shall be considered to be rejected. The contractor shall take immediate corrective action, both to correct the deficiency/nonconformance and to prevent recurrence of the deficiency/nonconformance. Such corrective action shall be taken by the contractor at no increase in contract price. Such corrective action shall apply to all items (to include basic issue items and/or repair parts) either in-process of final assembly, which have been produced or are in production since the last successful Performance Verification Test. In addition, the provisions of any warranty clause contained in the contract shall apply. Upon completion of the corrective action, the contractor shall resubmit a sample for Performance Verification testing. Any and all costs associated with testing the additional Performance Verification Test sample shall be borne by the contractor. The Contracting Officer shall equitably adjust the contract price as applicable for the costs associated with the additional testing resulting from failure of the test sample to meet the applicable contractual requirements.
- (g) If the contractor fails to deliver any Performance Verification test sample within the time specified, or if the test sample is disapproved and an acceptable replacement is not provided within the time specified, the contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.
- (h) Unless otherwise specified, the initial production/confirmatory test units shall be considered to be destructively tested. At the Contracting Officer's discretion, the initial production/confirmatory test units, and any unused repair parts, may be returned to the contractor for refurbishing, and may subsequently be shipped as deliverable items under the terms of the contract. Any refurbished test units shall meet all contract requirements; inspection and acceptance of any refurbished test units

## Reference No. of Document Being Continued

PIIN/SIIN DAAE20-01-F-0016

MOD/AMD

Name of Offeror or Contractor: UNICOR

shall be conducted in accordance with contract requirements. Any costs to refurbish the test units shall be subject to negotiation between the contracting Officer and the contractor.

(End of clause)

(ES6041)

52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL TACOM-RI

MAY/1994

Page 8 of 13

- a. Rework and Repair are defined as follows:
- (1) Rework The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or
- (2) Repair The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.
- b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.
- c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.
- d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.
- e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

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MOD/AMD

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Name of Offeror or Contractor: UNICOR

DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
2	52.247-29	F.O.B. ORIGIN	JUN/1988
3	52.247-32	F.O.B. ORIGIN, FREIGHT PREPAID	JUN/1988
4	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
5	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
6	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
7	52.211-16	VARIATION IN QUANTITY	APR/1984

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
  - (b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

8 52.247-4531

COGNIZANT TRANSPORTATION OFFICER

MAY/1993

- TACOM-RI
- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
  - (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.
- (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

CONTINUATION SHEET				Reference No. of Document Being Continued							Page 10 of 13
	CONTIN	PIIN/SIIN DAAE20-01-F-0016			5	MOD/AMD					
Name	Name of Offeror or Contractor: UNICOR										
CONTRAC	CT ADMINISTRA	ATION DATA									
LINE	PRON/	OBLG						JOB ORDER	ACCOUNTI	·NC	OBLIGATED
ITEM_	AMS CD	ACRN STAT	ACCOUNTING	CLASSIFICATION				NUMBER	STATION	.NG	AMOUNT
0001AA	M1013653M1	AA 2		C6G 6D	26FB	S11116	<u>-</u>		W52H09	\$	110,473.09
									TOTAL	\$	110,473.09
SERVICE NAME		AL BY ACRN	ACCOUNTING	CLASSIFICATION				ACCOUI	-		OBLIGATED <u>AMOUNT</u>
Army		AA	97 X4930A	C6G 6D	26FB	S11116		W52H09	9	\$_	110,473.09
									TOTAL	\$	110,473.09

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Name of Offeror or Contractor: UNICOR

SPECIAL CONTRACT REQUIREMENTS

Regulatory Cite	Title	Date
52.246-4500	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	MAY/2000

- (a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.
- (b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are fosterm@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309) 782-0048, ATTN: MYRNA D. FOSTER and (309) 782-1338 (ATTN: Nancy Fraser).
- (c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:
  - (1) The FMS/MAP copies may be submitted to:  $\ensuremath{\text{N/A}}$

(End of Clause)

(HS6510)

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Name of Offeror or Contractor: UNICOR

CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
2	52.232-25	PROMPT PAYMENT	MAR/2001
3	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR	MAY/1999
		REGISTRATION	
4	52.233-1	DISPUTES	JAN/1999
5	52.243-1	CHANGES - FIXED PRICE	AUG/1987
6	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR/2001
7	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
8	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
9	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER	NOV/1995
	DFARS	THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	
10	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
	DFARS		
11	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

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Name of Offeror or Contractor: UNICOR

LIST OF ATTACHMENTS

List of			Number	
Addenda	Title	Date	of Pages	Transmitted By

Attachment 001 TECHNICAL DATA, CD-ROM 18-AUG-2000 Attachment 002 CONTRACT C WORKSHEET 18-AUG-2000 3PG